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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

TIMOTHY MILLAR, individually and  
on behalf of all others similarly situated,

*Plaintiff,*

v.

EXPRESS TECHNOLOGIES, LTD.,

*Defendant.*

Case No. 8:25-cv-1273

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

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**I. Summary of the case.**

1. Companies that sell goods or services online often boost sales by enrolling customers in automatically renewing subscriptions. Some companies fail to make clear to consumers that they are being signed up for automatic charges.

2. To protect Californians from this practice, California passed the Automatic Renewal Law (the ARL). The ARL requires companies who sign consumers up for automatically renewing purchases to provide “clear and conspicuous” disclosures about the autorenewal plan and obtain “affirmative consent” to enroll consumers.

3. Defendant Express Technologies Ltd. (“ExpressVPN”) sells automatically renewing subscriptions to its virtual private network services. But ExpressVPN does not provide the required clear and conspicuous disclosures or obtain affirmative consent. This violates the Automatic Renewal Law and related California consumer protection laws.

4. In September of 2022, Plaintiff Mr. Millar purchased one month of ExpressVPN’s virtual private network services. Due to ExpressVPN’s misleading advertisements and deficient disclosures, he thought he was making a one-time purchase of one-month of the service. Unbeknownst to him and without his consent, ExpressVPN enrolled him in an automatically renewing monthly plan. In October of 2022, ExpressVPN automatically charged his card for \$12.95. That charge was illegal and should be refunded. He noticed the unwanted charge on his credit card bill and cancelled the plan to stop ExpressVPN from charging him again. Mr. Millar brings this case for himself and all other California consumers that were charged illegal autorenewal fees.

**II. Parties.**

5. Plaintiff Timothy Millar is domiciled in Santa Ana, California.

6. The proposed class includes citizens of California.

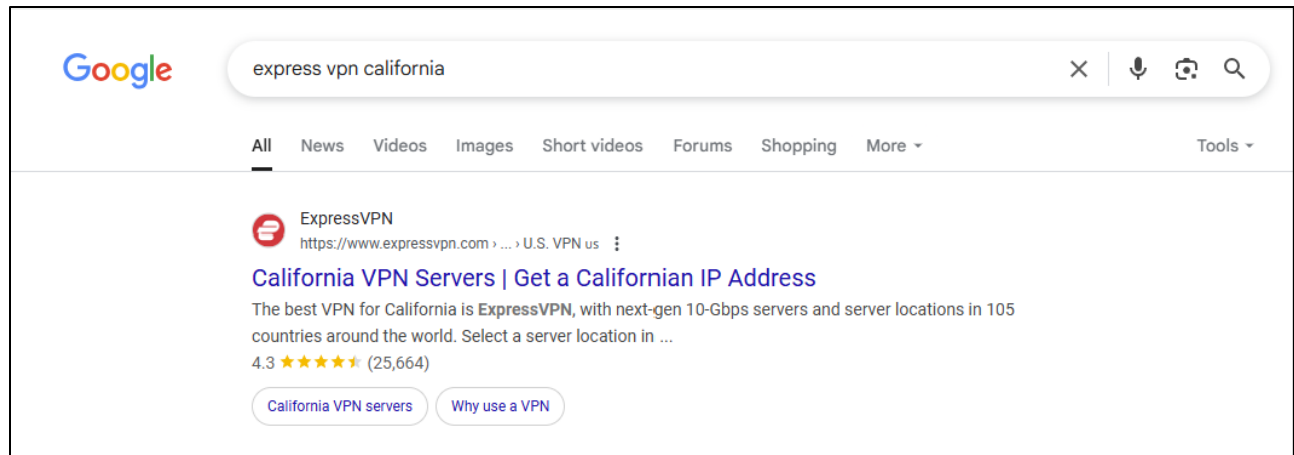
7. Defendant Express Technologies Ltd. is a British Virgin Islands corporate entity with its headquarters in Tortola, British Virgin Islands.

### III. Jurisdiction and Venue.

8. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and the matter is a class action in which one or more members of the proposed class are citizens of a state different from the Defendant.

9. The Court has personal jurisdiction over ExpressVPN because it both purposefully avails itself of California and purposefully directs its activities here.

10. ExpressVPN exploits the California market, to enter contracts with California consumers. It directs its advertising specifically at California. For example, a Google search for “ExpressVPN California” yields the following sponsored hit (a Google keyword advertisement purchased by ExpressVPN). This ad claims that “The best VPN For California is ExpressVPN.”



11. Clicking this ad takes consumers to an ExpressVPN interactive webpage dedicated to soliciting California subscribers. As shown below, ExpressVPN claims to offer the “Best California VPN servers” with “Multiple locations in California” and explains “How to get a California VPN”:<sup>1</sup>

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<sup>1</sup> [https://www.expressvpn.com/vpn-server/us-vpn/california-vpn?srsId=AfmBOooI\\_I3\\_zrfafMo8sYFtEhIyg8Jt6bjrgNx38srEvCQdA0v7ioIB](https://www.expressvpn.com/vpn-server/us-vpn/california-vpn?srsId=AfmBOooI_I3_zrfafMo8sYFtEhIyg8Jt6bjrgNx38srEvCQdA0v7ioIB)

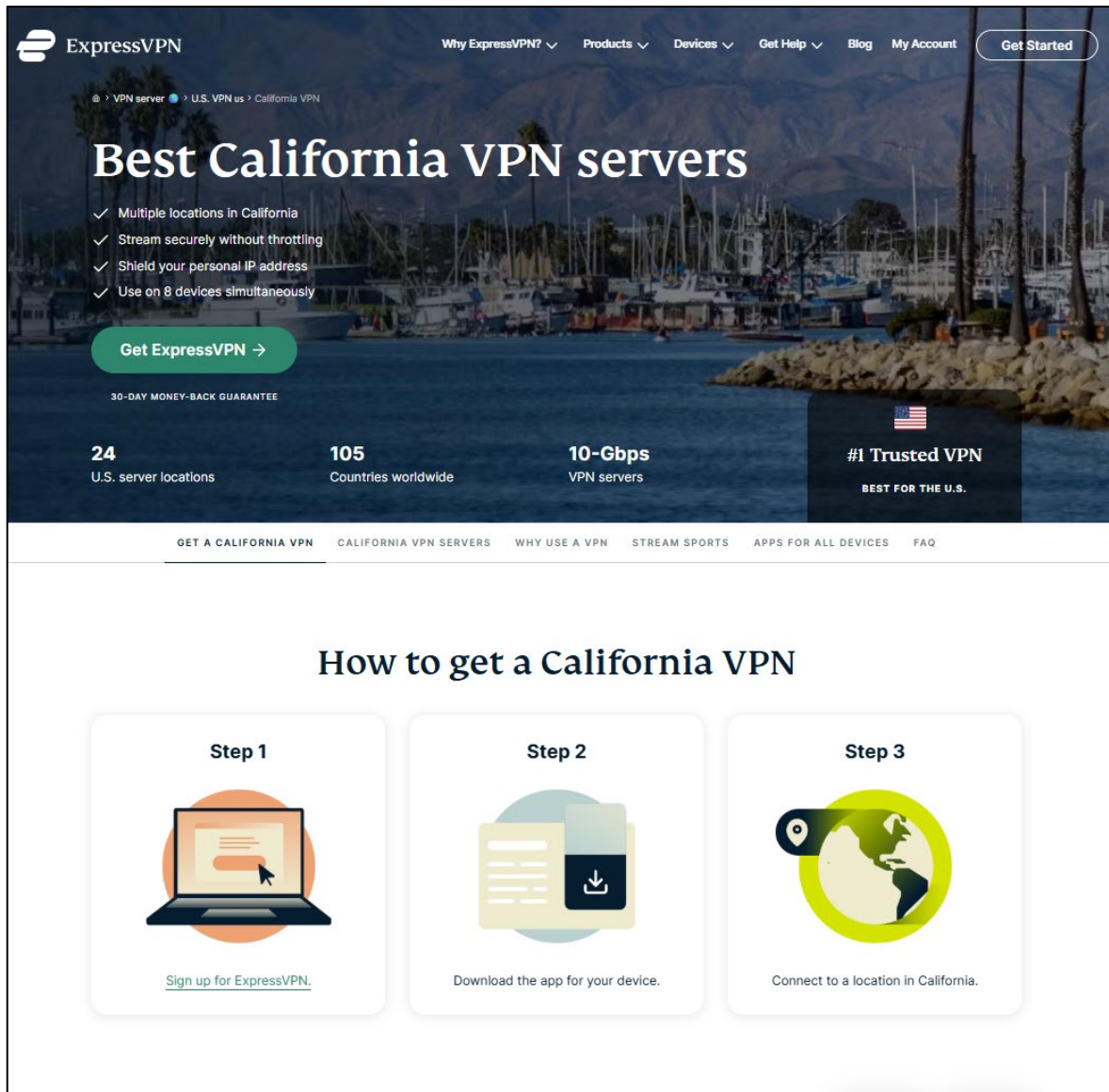


Exhibit 1

12. The full page goes on to explain “Why use a VPN in California?” It advertises that users can “Stream California sports teams with a VPN,” and “Download a California VPN for all your devices.” *See* Exhibit 1. The page has a “California VPN” “FAQ” that states “Connecting to the internet through a VPN is a good idea for all Californians,” the “best VPN for California is ExpressVPN,” and “If you’re looking for a free California VPN, take advantage of our 30-day money-back guarantee.” *Id.*

13. To service the California businesses it solicits, ExpressVPN controls physical servers located in California (in Los Angeles, San Francisco, and Santa Monica). For these

1 servers, ExpressVPN's related contracts would be centered in California (the location of  
2 the server).



14 Exhibit 1

15 14. Plaintiff's claims arise out of Defendant's contacts with this forum. Due to  
16 Defendant's actions, Mr. Millar purchased an ExpressVPN subscription in California and  
17 was illegally autorenewed and charged here.

18 15. Venue is proper because ExpressVPN is a foreign resident. *See* 28 U.S.C. §  
19 1391(c)(3) ("a defendant not resident in the United States may be sued in any judicial  
20 district"). In any case, venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial  
21 part of the events or omissions giving rise to the claim occurred here. Plaintiff purchased  
22 ExpressVPN services in Santa Ana, California, and was automatically renewed there.

23 **IV. Facts.**

24 **A. California's Automatic Renewal Law.**

25 16. The Automatic Renewal Law ("ARL") is part of California's False  
26 Advertising Law. The purpose of the ARL is to "end the practice of ongoing"  
27 subscription charges "without the consumers' explicit consent." Cal. Bus. & Prof. Code  
28 §17600. To this end, the law makes it illegal for companies to charge consumers for



1 automatically renewing subscriptions, unless the company meets strict disclosure and  
2 consent requirements.

3 17. Under the ARL, a company must “present the automatic renewal offer terms  
4 or continuous service offer terms in a clear and conspicuous manner before the  
5 subscription or purchasing agreement is fulfilled and in visual proximity, or in the case of  
6 an offer conveyed by voice, in temporal proximity, to the request for consent to the  
7 offer.” Cal. Bus. & Prof. Code §17602(a)(1).

8 18. Also, if “the offer also includes a free gift or trial, the offer shall include a  
9 clear and conspicuous explanation of the price that will be charged after the trial ends or  
10 the manner in which the subscription or purchasing agreement pricing will change upon  
11 conclusion of the trial.” Cal. Bus. & Prof. Code § 17602(a)(1).

12 19. The “automatic renewal offer terms” that must be presented include:

- 13 1) That the subscription or purchasing agreement will continue until the  
14 consumer cancels.
- 15 2) The description of the cancellation policy that applies to the offer.
- 16 3) The recurring charges that will be charged to the consumer’s credit or  
17 debit card or payment account with a third party as part of the automatic  
18 renewal plan or arrangement, and that the amount of the charge may  
19 change, if that is the case, and the amount to which the charge will  
20 change, if known.
- 21 4) The length of the automatic renewal term or that the service is  
22 continuous, unless the length of the term is chosen by the consumer.
- 23 5) The minimum purchase obligation, if any.

24 Cal. Bus. & Prof. Code §17601(a)(2).

25 20. A “clear and conspicuous” disclosure “means in larger type than the  
26 surrounding text, or in contrasting type, font, or color to the surrounding text of the same  
27 size, or set off from the surrounding text of the same size by symbols or other marks, in a  
28 manner that clearly calls attention to the language.” Cal. Bus. & Prof. Code §17601(a)(3).

1           21. After presenting all of this information, the company must then obtain the  
2 “consumer’s affirmative consent to the agreement containing the automatic renewal offer  
3 terms or continuous service offer terms.” Cal. Bus. & Prof. Code §17602(a)(2).

4           22. The ARL also has post-purchase acknowledgment requirements (required in  
5 addition to the pre-purchase requirements described above). The post-purchase  
6 acknowledgment must include “the automatic renewal offer terms or continuous service  
7 offer terms, cancellation policy, and information regarding how to cancel in a manner that  
8 is capable of being retained by the consumer.” Cal. Bus. & Prof. Code §17602(a)(3).

9           23. If a company automatically charges a consumer for products, in violation of  
10 the ARL, the products are deemed an “unconditional gift to the consumer, who may use  
11 or dispose of the same in any manner he or she sees fit without any obligation whatsoever  
12 on the consumer’s part to the business.” Cal. Bus. & Prof. Code §17603. So if a company  
13 charges a consumer for an automatically renewing subscription, in violation of the ARL,  
14 the charges are illegal and must be refunded.

15           **B. ExpressVPN violates the Automatic Renewal Law.**

16           24. ExpressVPN sells virtual private network and related security services  
17 through its website, [www.expressvpn.com](http://www.expressvpn.com). Around the time that Mr. Millar purchased the  
18 service, in the fall of 2022, here is what the sign-up page looked like:  
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ExpressVPN English

**BLACK FRIDAY & CYBER MONDAY DEAL**  
Get 3 extra months **FREE** on your 12-month plan

**Maximize your savings this holiday season**

All VPN plans include: Apps for all devices Built-in password manager \$ 30-day money-back guarantee

Sign up in 3 easy steps!

**STEP 1** Select a plan that works for you:

1 Month	12 Months + 3 Months FREE <small>Save 49%</small>	6 Months
<b>\$12.95</b> per month <small>Billed every month. 30-day money-back guarantee.</small>	<del>-\$12.95-</del> <b>\$6.67</b> per month <b>MOST POPULAR</b> <small>Billed once for 15 months (including 3 free months), then every 12 months. 30-day money-back guarantee.</small>	<b>\$9.99</b> per month <small>Billed every 6 months. 30-day money-back guarantee.</small>

The 12-month plan offers the biggest savings and all plans are fully refundable for 30 days.

**30-day money-back guarantee**

Exhibit 2 (Internet Archive Capture December 1, 2022) <sup>2</sup>

25. The “1 Month” price of \$12.95 is in large, bold text. In contrast, the words “Billed every month” are in tiny, grey text that fades into the background.

26. Lower down on this same screen, consumers enter their email and payment info:

<sup>2</sup> <https://archive.org/about/> (“The Internet Archive, a 501(c)(3) non-profit, is building a digital library of Internet sites and other cultural artifacts in digital form”).

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The screenshot displays the ExpressVPN checkout process. **STEP 2: Enter your email address:** includes a privacy guarantee and an email input field. **STEP 3: Select your preferred method of payment:** features a 'Secure checkout' confirmation, a dropdown for 'Credit Card' with logos for Visa, Mastercard, American Express, Discover, JCB, and Visa Electron, and input fields for first/last name, zip/postal code, card number, and CVC. The 'Order Total' is \$12.95 for a 1-month plan, with a money-back guarantee. A 'Join Now' button is at the bottom. On the right, 'ExpressVPN includes' lists features like a password manager, 24/7 support, and 30-day risk-free trial. The TechRadar logo is also present.

16 Exhibit 2

17 27. Again, the words “billed monthly” are in small, faded grey text that gets lost  
18 amongst the large, bold statements and colors.

19 28. This enrollment process violates the ARL. Under the ARL, a “clear and  
20 conspicuous” disclosure “means in larger type than the surrounding text, or in contrasting  
21 type, font, or color to the surrounding text of the same size, or set off from the  
22 surrounding text of the same size by symbols or other marks, in a manner that clearly calls  
23 attention to the language.” Cal. Bus. & Prof. Code §17601(3). ExpressVPN’s purported  
24 disclosure is in smaller (not larger) font than the surrounding text. The faded-grey text is  
25 low contrast so that it fades into the background. The text is not set off from the  
26 surrounding text in a manner that clearly calls attention to it. Instead, the small font and  
27 low contrast are designed to go unnoticed.

29. Express VPN also fails to require the user to press a button confirming that the consumer is consenting to automatic renewal (it does not say, for example: “By clicking Join Now, I agree to automatically recurring charges of \$12.95 a month.”).

30. The purported disclosures also fail to say that the subscription will continue until the consumer cancels and fail to include a description of the cancellation policy.

31. ExpressVPN also fails to send consumers a compliant post-purchase acknowledgment. The post-purchase acknowledgment must include “the automatic renewal offer terms or continuous service offer terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer.” Cal. Bus. & Prof. Code §17602(a)(3). This all Mr. Millar’s post-purchase email said about the subscription:

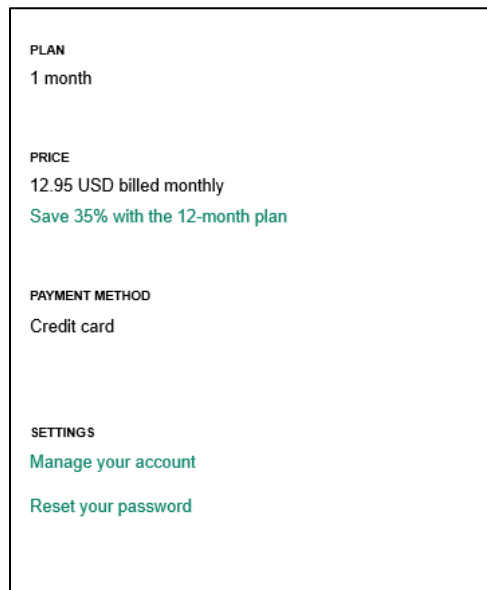


Exhibit 3

32. This email does not say that the charges will automatically recur until the consumer cancels. There is nothing about the cancellation policy and no description of how to cancel.

33. In sum, ExpressVPN violates the Automatic Renewal Law in nearly every way. It fails to clearly and conspicuously disclose the automatic renewal terms, get

1 affirmative consent, or provide a compliant post-purchase acknowledgment. As a result,  
2 its automatic charges are illegal and must be refunded.

3 **C. ExpressVPN illegally charged Mr. Millar for an automatic**  
4 **subscription.**

5 34. Mr. Millar purchased 1 month of ExpressVPN, via the ExpressVPN website,  
6 on September 10, 2022. His enrollment process was substantially similar to the process  
7 described above. When he signed up, he thought he was just buying one month of  
8 ExpressVPN for \$12.95. He did not expect, want, or consent to automatic renewal.

9 35. The next month, on October 10, 2022, ExpressVPN automatically charged  
10 Mr. Millar's card for another \$12.95. He noticed the charge on his credit card and was  
11 surprised. He then cancelled the service so he would not be charged again.

12 36. If ExpressVPN had complied with the ARL and made clear that it was going  
13 to automatically charge Mr. Millar in this way, he would not have signed up in the first  
14 place or would have cancelled before he was automatically charged.

15 37. Mr. Millar has no adequate remedy at law. The equitable claims asserted (the  
16 UCL and FAL) offer relief, including restitution, that is more prompt, certain, and  
17 efficient than legal damages.

18 **V. Class Action Allegations.**

19 38. Mr. Millar brings his claims for the following Class: All persons in California  
20 who enrolled in an ExpressVPN plan through the website and were charged for at least  
21 one automatically recurring payment during the statute of limitations.

22 39. The following people are excluded from the Class: (1) any Judge or  
23 Magistrate Judge presiding over this action and the members of their family; (2)  
24 Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in  
25 which the Defendant or its parents have a controlling interest and their current  
26 employees, officers and directors; (3) persons who properly execute and file a timely  
27 request for exclusion from the Class; (4) persons whose claims in this matter have been  
28 finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and

1 Defendant's counsel, and their experts and consultants; and (6) the legal representatives,  
2 successors, and assigns of any such excluded persons.

3 ***Numerosity & Ascertainability***

4 40. The proposed class contains members so numerous that it is impractical to  
5 bring every individual claim. There are at least tens of thousands of class members.

6 41. Class members can be identified through Defendant's sales records and  
7 public notice.

8 ***Predominance of Common Questions***

9 42. Common questions of law and fact predominate over individual issues.  
10 Common questions of law and fact include, without limitation: (1) whether the automatic  
11 renewal plans violate the ARL and California consumer protection law and; (2) restitution  
12 needed to compensate Plaintiff and the class.

13 ***Typicality and Adequacy***

14 43. Plaintiff's claims are typical of the class. Like the class, Plaintiff was illegally  
15 charged for a subscription in California. There are no conflicts of interest between  
16 Plaintiff and the class.

17 ***Superiority***

18 44. A class action is superior to all other available methods for the fair and  
19 efficient adjudication of this litigation because individual litigation of each claim is  
20 impractical. It would be unduly burdensome to have individual litigation of individual  
21 claims in separate lawsuits, every one of which would present the issues presented in this  
22 lawsuit.

23 **VI. Claims.**

24 **Count 1: False Advertising Law (FAL)**

25 45. Plaintiff incorporates the facts alleged above.

26 46. Plaintiff brings this claim individually and for the Class.

27 47. The FAL authorizes a private right of action for any violation of Chapter 1,  
28 including the ARL. See Cal. Bus. & Prof. Code § 17535 (actions can be brought by "any

1 person who has suffered injury in fact and has lost money or property as a result of a  
2 violation of this chapter”); § 17602 (ARL); *see Arnold v. Hearst Magazine Media, Inc.*, 2021  
3 U.S. Dist. LEXIS 25706, at \*17-18 (S.D. Cal. Feb. 10, 2021) (explaining how the FAL  
4 authorizes a private right of action under the ARL).

5 48. Defendant violated Section 17500 by disseminating misleading  
6 advertisements concerning the automatically renewing nature of ExpressVPN plans. As  
7 described in detail above, ExpressVPN’s advertising of the subscriptions (and its failure to  
8 display ARL compliant disclosures) misled reasonable consumers about the automatically  
9 renewing nature of the plans.

10 49. The same conduct violates Section 17602 (the ARL). As alleged in detail  
11 above, Defendant violated the ARL by failing to clearly and conspicuously present its  
12 automatic renewal terms, failing to get affirmative consent, and failing to send a compliant  
13 post-purchase acknowledgment.

14 50. Defendant should have known that its violations were misleading to  
15 reasonable consumers.

16 51. Plaintiff relied upon Defendant’s misleading representations and omissions.

17 52. Classwide reliance can be inferred because Defendant’s misrepresentations  
18 and omissions were material, i.e., a reasonable consumer would consider them important  
19 in deciding whether to buy ExpressVPN plans or deciding when to cancel.

20 53. Defendant’s violations were a substantial factor and proximate cause of  
21 economic harm to Plaintiff and class members.

22 **Count 2: Unfair Competition Law (UCL)**

23 54. Plaintiff incorporates the facts alleged above.

24 55. Plaintiff brings this claim individually and for the Class.

25 ***Unlawful***

26 56. Under the “unlawful” prong of the UCL, a violation of another law is treated  
27 as unfair competition and is independently actionable. Defendant committed unlawful  
28 practices because, as alleged above and incorporated here, it violated the ARL and FAL.



1           ***Unfair***

2           57. As alleged in detail above, Defendant committed unfair acts by enrolling  
3 consumers in automatically recurring subscriptions, in violation of the ARL and FAL.

4           58. The harm to Plaintiff and the class greatly outweighs the public utility of  
5 Defendant's conduct. There is no public utility to illegal automatic renewal practices.  
6 This injury was not outweighed by any countervailing benefits to consumers or  
7 competition. Illegal auto-renewal practices only injure healthy competition and harm  
8 consumers.

9           59. Plaintiff and the class could not have reasonably avoided this injury.  
10 Defendant's representations and omissions were deceiving to reasonable consumers like  
11 Plaintiff. There were reasonably available alternatives to further Defendant's legitimate  
12 business interests, such as complying with the ARL.

13           60. Defendant violated established public policy by violating the ARL. The  
14 unfairness of this practice is tethered to a legislatively declared policy (that of the FAL and  
15 ARL).

16           61. Defendant's conduct, as alleged above, was immoral, unethical, oppressive,  
17 unscrupulous, and substantially injurious to consumers.

18           ***Deceptive***

19           62. As alleged in detail above, Defendant committed deceptive acts by enrolling  
20 consumers in automatically recurring subscriptions, in violation of the ARL.

21           63. Defendant's representations and deficient ARL disclosures were misleading  
22 to Plaintiff and other reasonable consumers.

23           64. Plaintiff relied upon Defendant's misleading representations and omissions,  
24 as detailed above.

25           65. Classwide reliance can be inferred because Defendant's misrepresentations  
26 and omissions were material, i.e., a reasonable consumer would consider them important  
27 in deciding whether to buy ExpressVPN plans or deciding when to cancel.  
28

\* \* \*

66. Defendant's violative conduct was a substantial factor and proximate cause of economic harm to Plaintiff and class members.

**VII. Relief.**

67. Plaintiff seeks the following relief for himself and the proposed class:

- i. An order certifying the asserted claims, or issues raised, as a class action;
- ii. A judgment in favor of Plaintiff and the class;
- iii. Rescission;
- iv. Restitution, disgorgement, and other just equitable relief;
- v. Pre- and post-judgement interest;
- vi. Reasonable attorneys' fees and costs, as allowed by law; and
- vii. Any additional relief that the Court deems reasonable and just.

**VIII. Demand for Jury Trial.**

68. Plaintiff demands the right to a jury trial on all claims so triable.

Date: June 13, 2025

Respectfully submitted,

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